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**Attorneys for Defendant Caraway Home, Inc.**

**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**

ERICA HAMPTON and  
VANESSA TREVINO, on  
behalf of herself and all others  
similarly situated,

Plaintiffs,

v.

CARAWAY HOME, INC.,  
Defendant.

**Case No. 2:25-cv-03489 MRA (MARx)**

*[Former Los Angeles Superior Court Case  
No. 25STCV06824]*

**STIPULATED PROTECTIVE  
ORDER**

1 1. INTRODUCTION

2  
3 1.1 PURPOSES AND LIMITATIONS

4 Discovery in this action is likely to involve production of confidential,  
5 proprietary, or private information for which special protection from public  
6 disclosure and from use for any purpose other than prosecuting this litigation may  
7 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
8 enter the following Stipulated Protective Order. The parties acknowledge that this  
9 Order does not confer blanket protections on all disclosures or responses to  
10 discovery and that the protection it affords from public disclosure and use extends  
11 only to the limited information or items that are entitled to confidential treatment  
12 under the applicable legal principles. The parties further acknowledge, as set forth  
13 in Section 12.3, below, that this Stipulated Protective Order does not entitle them  
14 to file confidential information under seal; Civil Local Rule 79-5 sets forth the  
15 procedures that must be followed and the standards that will be applied when a  
16 party seeks permission from the court to file material under seal.

17  
18 1.2 GOOD CAUSE STATEMENT

19 This action is likely to involve trade secrets, customer and pricing lists and  
20 other valuable research, development, commercial, financial, technical and/or  
21 proprietary information for which special protection from public disclosure and  
22 from use for any purpose other than prosecution of this action is warranted. Such  
23 confidential and proprietary materials and information consist of, among other  
24 things, confidential business or financial information, information regarding  
25 confidential business practices, or other confidential research, development, or  
26 commercial information (including information implicating privacy rights of third  
27 parties), information otherwise generally unavailable to the public, or which may  
28 be privileged or otherwise protected from disclosure under state or federal statutes,

1 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
2 information, to facilitate the prompt resolution of disputes over confidentiality of  
3 discovery materials, to adequately protect information the parties are entitled to  
4 keep confidential, to ensure that the parties are permitted reasonable necessary uses  
5 of such material in preparation for and in the conduct of trial, to address their  
6 handling at the end of the litigation, and serve the ends of justice, a protective order  
7 for such information is justified in this matter. It is the intent of the parties that  
8 information will not be designated as confidential for tactical reasons and that  
9 nothing be so designated without a good faith belief that it has been maintained in  
10 a confidential, non-public manner, and there is good cause why it should not be  
11 part of the public record of this case.

12  
13 2. DEFINITIONS

14 2.1 Action: This pending federal case no. 2:25-cv-03489 MRA (MARx)

15 2.2 Challenging Party: a Party or Non-Party that challenges the  
16 designation of information or items under this Order.

17 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
18 how it is generated, stored or maintained) or tangible things that qualify for  
19 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
20 the Good Cause Statement.

21 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
22 their support staff).

23 2.5 Designating Party: a Party or Non-Party that designates information or  
24 items that it produces in disclosures or in responses to discovery as  
25 “CONFIDENTIAL.”

26 2.6 Disclosure or Discovery Material: all items or information, regardless  
27 of the medium or manner in which it is generated, stored, or maintained (including,  
28

1 among other things, testimony, transcripts, and tangible things), that are produced  
2 or generated in disclosures or responses to discovery in this matter.

3       2.7 Expert: a person with specialized knowledge or experience in a matter  
4 pertinent to the litigation who has been retained by a Party or its counsel to serve  
5 as an expert witness or as a consultant in this Action.

6       2.8 House Counsel: attorneys who are employees of a party to this  
7 Action. House Counsel does not include Outside Counsel of Record or any other  
8 outside counsel.

9       2.9 Non-Party: any natural person, partnership, corporation, association,  
10 or other legal entity not named as a Party to this action.

11       2.10 Outside Counsel of Record: attorneys who are not employees of a  
12 party to this Action but are retained to represent or advise a party to this Action  
13 and have appeared in this Action on behalf of that party or are affiliated with a law  
14 firm which has appeared on behalf of that party, and includes support staff.

15       2.11 Outside General Counsel: attorneys who are not employees of a party  
16 to this Action but are retained to represent or advise a party to this Action but who  
17 have not appeared in this Action on behalf of that party, and includes support staff.

18       2.12 Party: any party to this Action, including all of its officers, directors,  
19 employees, consultants, retained experts, and Outside Counsel of Record (and their  
20 support staffs).

21       2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
22 Discovery Material in this Action.

23       2.14 Professional Vendors: persons or entities that provide litigation  
24 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
25 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
26 and their employees and subcontractors.

27       2.15 Protected Material: any Disclosure or Discovery Material that is  
28 designated as “CONFIDENTIAL.”

1           2.16 Receiving Party: a Party that receives Disclosure or Discovery  
2 Material from a Producing Party.

3  
4       3.     SCOPE

5           The protections conferred by this Stipulation and Order cover not only  
6 Protected Material (as defined above), but also (1) any information copied or  
7 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
8 compilations of Protected Material; and (3) any testimony, conversations, or  
9 presentations by Parties or their Counsel that might reveal Protected Material.

10          Any use of Protected Material at trial will be governed by the orders of the  
11 trial judge. This Order does not govern the use of Protected Material at trial.

12  
13       4.     DURATION

14          Even after final disposition of this litigation, the confidentiality obligations  
15 imposed by this Order will remain in effect until a Designating Party agrees  
16 otherwise in writing or a court order otherwise directs. Final disposition will be  
17 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
18 with or without prejudice; and (2) final judgment herein after the completion and  
19 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
20 including the time limits for filing any motions or applications for extension of  
21 time pursuant to applicable law.

22  
23       5.     DESIGNATING PROTECTED MATERIAL

24          5.1 Exercise of Restraint and Care in Designating Material for Protection.  
25 Each Party or Non-Party that designates information or items for protection under  
26 this Order must take care to limit any such designation to specific material that  
27 qualifies under the appropriate standards. The Designating Party must designate for  
28 protection only those parts of material, documents, items, or oral or written

1 communications that qualify so that other portions of the material, documents,  
2 items, or communications for which protection is not warranted are not swept  
3 unjustifiably within the ambit of this Order.

4 Mass, indiscriminate, or routinized designations are prohibited. Designations  
5 that are shown to be clearly unjustified or that have been made for an improper  
6 purpose (e.g., to unnecessarily encumber the case development process or to  
7 impose unnecessary expenses and burdens on other parties) may expose the  
8 Designating Party to sanctions.

9 If it comes to a Designating Party's attention that information or items that it  
10 designated for protection do not qualify for protection, that Designating Party must  
11 promptly notify all other Parties that it is withdrawing the inapplicable designation.

12 5.2 Manner and Timing of Designations. Except as otherwise provided in  
13 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
14 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
15 under this Order must be clearly so designated before the material is disclosed or  
16 produced.

17 Designation in conformity with this Order requires:

18 (a) for information in documentary form (e.g., paper or electronic  
19 documents, but excluding transcripts of depositions or other pretrial or trial  
20 proceedings), that the Producing Party affix at a minimum, the legend  
21 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
22 contains protected material. If only a portion or portions of the material on a page  
23 qualifies for protection, the Producing Party also must clearly identify the  
24 protected portion(s) (e.g., by making appropriate markings in the margins).

25 A Party or Non-Party that makes original documents available for inspection  
26 need not designate them for protection until after the inspecting Party has indicated  
27 which documents it would like copied and produced. During the inspection and  
28 before the designation, all of the material made available for inspection will be

1 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
2 documents it wants copied and produced, the Producing Party must determine  
3 which documents, or portions thereof, qualify for protection under this Order.  
4 Then, before producing the specified documents, the Producing Party must affix  
5 the “CONFIDENTIAL legend” to each page that contains Protected Material. If  
6 only a portion or portions of the material on a page qualifies for protection, the  
7 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
8 appropriate markings in the margins).

9 (b) for testimony given in depositions that the Designating Party  
10 identify the Disclosure or Discovery Material on the record, before the close of the  
11 deposition all protected testimony.

12 (c) for information produced in some form other than documentary  
13 and for any other tangible items, that the Producing Party affix in a prominent  
14 place on the exterior of the container or containers in which the information is  
15 stored the legend “CONFIDENTIAL.” If only a portion or portions of the  
16 information warrants protection, the Producing Party, to the extent practicable, will  
17 identify the protected portion(s).

18 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
19 failure to designate qualified information or items does not, standing alone, waive  
20 the Designating Party’s right to secure protection under this Order for such  
21 material. Upon timely correction of a designation, the Receiving Party must make  
22 reasonable efforts to assure that the material is treated in accordance with the  
23 provisions of this Order. For avoidance of doubt and motion practice, a timely  
24 correction shall take place within 30 days of the production of the Disclosure or  
25 Discovery Material without the inadvertently omitted designation.

26 ///

27 ///

28 ///

1     6.     CHALLENGING CONFIDENTIALITY DESIGNATIONS

2             6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
3 designation of confidentiality at any time that is consistent with the Court's  
4 Scheduling Order.

5             6.2 Meet and Confer. The Challenging Party will initiate the dispute  
6 resolution process under Local Rule 37.1 et seq.

7             6.3 The burden of persuasion in any such challenge proceeding will be on  
8 the Designating Party. Frivolous challenges, and those made for an improper  
9 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
10 parties) may expose the Challenging Party to sanctions. Unless the Designating  
11 Party has waived or withdrawn the confidentiality designation, all parties will  
12 continue to afford the material in question the level of protection to which it is  
13 entitled under the Producing Party's designation until the Court rules on the  
14 challenge.

15  
16     7.     ACCESS TO AND USE OF PROTECTED MATERIAL

17             7.1 Basic Principles. A Receiving Party may use Protected Material that is  
18 disclosed or produced by another Party or by a Non-Party in connection with this  
19 Action only for prosecuting, defending, or attempting to settle this Action. Such  
20 Protected Material may be disclosed only to the categories of persons and under  
21 the conditions described in this Order. When the Action has been terminated, a  
22 Receiving Party must comply with the provisions of section 13 below (FINAL  
23 DISPOSITION).

24             Protected Material must be stored and maintained by a Receiving Party at a  
25 location and in a secure manner that ensures that access is limited to the persons  
26 authorized under this Order.

27             7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
28 otherwise ordered by the court or permitted in writing by the Designating Party, a



1 Receiving Party may disclose any information or item designated  
2 “CONFIDENTIAL” only to:

3 (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
4 well as employees of said Outside Counsel of Record to whom it is reasonably  
5 necessary to disclose the information for this Action;

6 (b) the Receiving Party’s Outside General Counsel, as well as  
7 employees of said Outside Counsel of Record to whom it is reasonably necessary  
8 to disclose the information for this Action;

9 (c) the officers, directors, and employees (including House Counsel)  
10 of the Receiving Party to whom disclosure is reasonably necessary for this  
11 Action;

12 (d) Experts (as defined in this Order) of the Receiving Party to whom  
13 disclosure is reasonably necessary for this Action and who have signed the  
14 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

15 (e) the Court and its personnel;

16 (f) court reporters and their staff;

17 (g) professional jury or trial consultants, mock jurors, and  
18 Professional Vendors to whom disclosure is reasonably necessary for this Action  
19 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
20 A);

21 (h) the author or recipient of a document containing the information or  
22 a custodian or other person who otherwise possessed or knew the information;

23 (i) during their depositions, witnesses, and attorneys for witnesses, in  
24 the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
25 party requests that the witness sign the form attached as Exhibit A hereto; and (2)  
26 they will not be permitted to keep any confidential information unless they sign the  
27 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
28 agreed by the Designating Party or ordered by the court. Pages of transcribed

1 deposition testimony or exhibits to depositions that reveal Protected Material may  
2 be separately bound by the court reporter and may not be disclosed to anyone  
3 except as permitted under this Stipulated Protective Order; and

4 (j) any mediator or settlement officer, and their supporting personnel,  
5 mutually agreed upon by any of the parties engaged in settlement discussions.

6  
7 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
8 IN OTHER LITIGATION

9 If a Party is served with a subpoena or a court order issued in other litigation  
10 that compels disclosure of any information or items designated in this Action as  
11 “CONFIDENTIAL,” that Party must:

12 (a) promptly notify in writing the Designating Party. Such notification will  
13 include a copy of the subpoena or court order;

14 (b) promptly notify in writing the party who caused the subpoena or order to  
15 issue in the other litigation that some or all of the material covered by the subpoena  
16 or order is subject to this Protective Order. Such notification will include a copy of  
17 this Stipulated Protective Order; and

18 (c) cooperate with respect to all reasonable procedures sought to be pursued  
19 by the Designating Party whose Protected Material may be affected.

20 If the Designating Party timely seeks a protective order, the Party served  
21 with the subpoena or court order will not produce any information designated in  
22 this action as “CONFIDENTIAL” before a determination by the court from which  
23 the subpoena or order issued, unless the Party has obtained the Designating Party’s  
24 permission. The Designating Party will bear the burden and expense of seeking  
25 protection in that court of its confidential material and nothing in these provisions  
26 should be construed as authorizing or encouraging a Receiving Party in this Action  
27 to disobey a lawful directive from another court.  
28

1 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
2 PRODUCED IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced by a Non-  
4 Party in this Action and designated as “CONFIDENTIAL.” Such information  
5 produced by Non-Parties in connection with this litigation is protected by the  
6 remedies and relief provided by this Order. Nothing in these provisions should be  
7 construed as prohibiting a Non-Party from seeking additional protections.

8 (b) In the event that a Party is required, by a valid discovery request, to  
9 produce a Non-Party’s confidential information in its possession, and the Party is  
10 subject to an agreement with the Non-Party not to produce the Non-Party’s  
11 confidential information, then the Party will:

12 (1) promptly notify in writing the Requesting Party and the Non-Party  
13 that some or all of the information requested is subject to a confidentiality  
14 agreement with a Non-Party;

15 (2) promptly provide the Non-Party with a copy of the Stipulated  
16 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
17 specific description of the information requested; and

18 (3) make the information requested available for inspection by the  
19 Non-Party, if requested.

20 (c) If the Non-Party fails to seek a protective order from this court within 14  
21 days of receiving the notice and accompanying information, the Receiving Party  
22 may produce the Non-Party’s confidential information responsive to the discovery  
23 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
24 not produce any information in its possession or control that is subject to the  
25 confidentiality agreement with the Non-Party before a determination by the court.  
26 Absent a court order to the contrary, the Non-Party shall bear the burden and  
27 expense of seeking protection in this court of its Protected Material.  
28

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

1 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
2 Protective Order no Party waives any right it otherwise would have to object to  
3 disclosing or producing any information or item on any ground not addressed in  
4 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
5 any ground to use in evidence of any of the material covered by this Protective  
6 Order.

7 12.3 Filing Protected Material. A Party that seeks to file under seal any  
8 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
9 may only be filed under seal pursuant to a court order authorizing the sealing of the  
10 specific Protected Material at issue. If a Party's request to file Protected Material  
11 under seal is denied by the court, then the Receiving Party may file the information  
12 in the public record unless otherwise instructed by the court.

13  
14 13. FINAL DISPOSITION

15 After the final disposition of this Action, as defined in paragraph 4, within  
16 60 days of a written request by the Designating Party, each Receiving Party must  
17 return all Protected Material to the Producing Party or destroy such material. As  
18 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
19 compilations, summaries, and any other format reproducing or capturing any of the  
20 Protected Material. Whether the Protected Material is returned or destroyed, the  
21 Receiving Party must submit a written certification to the Producing Party (and, if  
22 not the same person or entity, to the Designating Party) by the 60 day deadline that  
23 (1) identifies (by category, where appropriate) all the Protected Material that was  
24 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
25 copies, abstracts, compilations, summaries or any other format reproducing or  
26 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
27 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
28 deposition, and hearing transcripts, legal memoranda, correspondence, deposition

1 and trial exhibits, expert reports, attorney work product, and consultant and expert  
2 work product, even if such materials contain Protected Material. Any such archival  
3 copies that contain or constitute Protected Material remain subject to this  
4 Protective Order as set forth in Section 4 (DURATION).

5  
6 14. Any willful violation of this Order may be punished by civil or criminal  
7 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary  
8 authorities, or other appropriate action at the discretion of the Court.

9  
10 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

11  
12 DATED: November 10, 2025

\_\_\_\_\_/s/Gabriel Mandler\_\_\_\_\_  
13

Gabriel Mandler

14 EDELSBERG LAW

15 Attorneys for Plaintiffs

16  
17 DATED: November 10, 2025

\_\_\_\_\_/s/Jacob Ayres\_\_\_\_\_  
18

Jacob A. Ayres

19 GUPTA EVANS & AYRES, PC

20 Attorneys for Defendant

21  
22 Signing Attestation: Pursuant to Local Rule 5-4.3.4(2), counsel for Plaintiffs hereby  
23 attests that it has the authority from counsel for Defendant to electronically sign  
24 this document on their behalf and that all counsel concur in the filing's content.

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury  
that I have read in its entirety and understand the Stipulated Protective Order that  
was issued by the United States District Court for the Central District of California  
on \_\_\_\_\_ [date] in the case of *Erica Hampton and Vanessa Trevino, on behalf  
of herself and all others similarly situated v. Caraway Home, Inc.*; Case No. 2:25-  
cv-03489 MRA (MARx). I agree to comply with and to be bound by all the terms  
of this Stipulated Protective Order and I understand and acknowledge that failure  
to so comply could expose me to sanctions and punishment in the nature of  
contempt. I solemnly promise that I will not disclose in any manner any  
information or item that is subject to this Stipulated Protective Order to any person  
or entity except in strict compliance with the provisions of this Order. I further  
agree to submit to the jurisdiction of the United States District Court for the  
Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_ [print  
or type full name] of \_\_\_\_\_ [print or  
type full address and telephone number] as my California agent for service of  
process in connection with this action or any proceedings related to enforcement of  
this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

Jacob A. Ayres, Esq. (299869)  
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**Attorneys for Defendant Caraway Home, Inc.**

**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**

ERICA HAMPTON and  
VANESSA TREVINO, on  
behalf of herself and all others  
similarly situated,

Plaintiffs,

v.

CARAWAY HOME, INC.,  
Defendant.

**Case No. 2:25-cv-03489 MRA (MARx)**

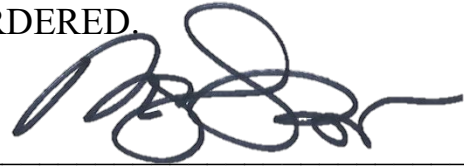
*[Former Los Angeles Superior Court Case  
No. 25STCV06824]*

~~PROPOSED~~ **STIPULATED  
PROTECTIVE ORDER**



1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

2  
3 DATED: 11/14/2025



4 HON. MARGO A. ROCCONI